



County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: AS-NEEDED HERBICIDE APPLICATION
USING SMALL AND LARGE SPRAY RIGS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to approve amendment of an as-needed herbicide application contract to include two additional areas and increase the contract's annual not-to-exceed amount.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Find that the additional work is exempt from the provisions of the California Environmental Quality Act.
2. Approve amending Contract No. 001530 for As-Needed Herbicide Application Using Small and Large Spray Rigs in the South Area with Quality Sprayers, Incorporated, located in Long Beach, California, to include two additional areas (East and West Areas), increasing the annual not-to-exceed amount of the contract to \$600,000, effective upon your Board's approval. Funds are available in the Fiscal Year 2007-08 Flood Control District Fund.
3. Authorize the Acting Director of Public Works or his designee to execute this amendment.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to amend the contract to include two additional areas. On January 27, 2005, Agenda Item 39, your Board approved awarding Contract No. 001530 for the South Area to Quality Sprayers, Incorporated, and Contract Nos. 001531 for the West Area and 001532 for the East Area with Pestmaster Services, Inc. (Pestmaster). These contracts were for an initial one-year period commencing on March 1, 2005, with four 1-year renewal options, an annual not-to-exceed amount of \$200,000 for each contract.

Pestmaster declined to renew at the existing contract rates and instead requested an 80 to 100 percent increase as a condition of providing these services in the option year. Therefore, the Department of Public Works (Public Works) notified Pestmaster that the contracts would not be renewed. The unit rates for this contractor are significantly lower than the proposed rates offered by Pestmaster. By assigning these areas to a satisfactorily performing contractor, this amendment will assist Public Works in continuing to provide as-needed herbicide application at various flood and water conservation facilities, including street rights of way in the East and West Areas.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), and Community Services (Goal 6). The contractor who has the specialized expertise to provide this service accurately, efficiently, timely, and in a responsive manner and will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. There is no increase in Public Works' aggregate maximum expenditure for herbicide spraying. These additional services will increase the amended contract's annual not-to-exceed amount from \$200,000 to \$600,000 for the current contract year and for the remaining option year. Financing for these services is available in the Fiscal Year 2007-08 Flood Control District Fund.

This contract allows a cost-of-living adjustment for the remaining optional renewal in accordance with County policy established by the Chief Executive Office.

The Honorable Board of Supervisors
May 6, 2008
Page 3

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached amendment will be in the form previously reviewed and approved by County Counsel.

ENVIRONMENTAL DOCUMENTATION

These herbicide application services continue to be exempt from the California Environmental Quality Act (CEQA) as set forth in Section 15301 Class 1 (h) of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this amendment will continue the current contract services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DDE
GZ:dw

Attachment

c: County Counsel
Department of Public Works (Flood Maintenance)

AMENDMENT 1 TO CONTRACT NO. 001530

AS-NEEDED HERBICIDE APPLICATION USING SMALL AND

LARGE SPRAY RIGS – SOUTH AREA

THIS AMENDMENT, made and entered into this ____ day of _____, 2008, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and QUALITY SPRAYERS, INCORPORATED, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 001530 was entered into between the COUNTY and the CONTRACTOR, on March 1, 2005, to provide as-needed herbicide application using small and large spray rig services in the South Area for a period of one year with four 1-year renewal options; and

WHEREAS, this Contract has been renewed by the COUNTY for the first, second, and third option years; and

WHEREAS, in accordance with the Contract's Exhibit B, Service Contract General Requirements, Section 3.T, Changes and Amendments of Terms, the parties desire to provide additional as-needed herbicide application using small and large spray rig services in the East Area and West Area in addition to the South Area; and

WHEREAS, the CONTRACTOR is willing to perform these additional services.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001530 between them shall be amended as follows:

FIRST: Contract No. 001530 is hereby amended and modified to include the East Area and the West Area as reflected in Enclosure A. The modification of this Contract will become effective upon Board approval.

SECOND: The additional services will be provided for the current contract term and the remaining renewal period.

THIRD: Part II, Section 6, Contractor Responsibility and Debarment, of the current contract is hereby deleted in its entirety and replaced with Enclosure B to this AMENDMENT.

FOURTH: The cost for these additional services will be at the current hourly rate, increasing this Contract's annual not-to-exceed amount from \$200,000 to \$600,000, or such greater sum that the Board approves.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Acting Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

QUALITY SPRAYERS, INCORPORATED

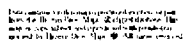
By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name





SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the COUNTY'S policy to conduct business only with responsible contractors.
- B. The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts, which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent, if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- C. The COUNTY may debar a contractor if the Board finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; (2) committed any act or omission that negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice that negatively reflects on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- D. If there is evidence that the CONTRACTOR may be subject to debarment, Public Works will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment, if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the COUNTY.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors of the CONTRACTOR.